

NORTH CAROLINA

ORANGE COUNTY

MEMORANDUM OF UNDERSTANDING

1. Parties. The parties to this memorandum of understanding (“memo”) are the Town of Carrboro (the “Town”) and the law firm of The Brough Law Firm, PLLC (“Law Firm”).

2. Purpose. The purpose of this memo is to set forth the understanding between the parties concerning the nature of the relationship under which the Law Firm shall serve as the Town Attorney.

3. Scope of Service. In consideration of the compensation set forth below, Law Firm shall continue to perform for the Town all of the legal services heretofore performed by this firm during prior fiscal years. Such services shall include, without limitation, consultation with the Town Council and the town staff, attendance at Council meetings, attendance at the meetings of other boards upon request, drafting and/or review of ordinances and other documents, and representation of the Town in litigation. Not included within the scope of covered services are (i) services customarily performed by outside bond counsel, and (ii) services such as title work that can be performed more efficiently and economically by other counsel generally engaged in that work.

4. Services Performed Principally by G. Nicholas Herman. The parties acknowledge and agree that the services covered under this memorandum shall generally be performed by or under the specific direction of G. Nicholas Herman. However, the full resources of the Law Firm shall be available to the Town and other members of the firm may assist the Town when requested to do so by the Town or when Mr. Herman is unavailable or when it is otherwise cost effective for the Town to do so. In addition, the Law Firm may arrange for the Town to contract with other firms or individuals to have certain services performed for the Town by other counsel when such services can be performed more efficiently by others.

5. Compensation. The Town shall pay to Law Firm for legal services rendered during fiscal years 2024-2025 and 2025-2026 on a monthly basis according to the services performed during each month. Monthly invoices shall indicate the number of hours worked and the fees shall be calculated according to the following rates.

Nicholas Herman	\$235.00
Robert E. Hornik, Jr.	\$235.00
T.C. Morphis, Jr.	\$235.00
Albert M. Benshoff	\$235.00
Kevin R. Hornik	\$235.00
Brady N. Herman	\$235.00
Lydia E. Lavelle	\$235.00

COMPENSATION FOR SERVICES

Statements for services rendered by The Brough Law Firm, PLLC will be prepared at the end of each calendar month for the work performed during the previous month.

Your monthly statement will consist of two parts: an itemized breakdown of professional services and a list of expenses and costs advanced.

The professional services portion of your statement will be based upon the following hourly rates for the attorneys who work on your case:

G. Nicholas Herman	\$235.00
Robert E. Hornik, Jr.	\$235.00
T.C. Morphis, Jr.	\$235.00
Albert M. Benshoff	\$235.00
Kevin R. Hornik	\$235.00
Brady N. Herman	\$235.00
Lydia E. Lavelle	\$235.00

Your statement will indicate the services performed and the date, the attorney performing the services, the hourly rate, and the total. It will also include an itemized list of additional expenses and costs advanced. These include:

- Photocopy charges for non-routine copying done for the client outside the office.
- Private express mail carriers such as Federal Express.
- Paralegal services at a rate of \$175.00 per hour.
- Mileage and travel expenses outside Chatham, Cumberland, Durham, Granville, Orange, Moore, Person, Richmond and Wake counties.
- Filing, service of process, and other fees associated with litigation.
- Fees for recording deeds and other instruments.